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INNKEEPERS—GUESTS—WHO ARE GUESTS.—The plaintiff, upon alighting from a train, handed his baggage to the defendants' hotel porter, who took it to the hotel. The plaintiff did not then intend to engage lodging or refreshment at the hotel but merely to make his headquarters there free of charge during a few hours stay in the city. The plaintiff's baggage was lost, and he sued the defendants therefor. *Held*, the plaintiff was not a guest, and defendants are liable only as gratuitous bailees. *Parker v. Dixon* (Minn.), 157 N. W. 583.

It is difficult to frame a definition of a guest which will meet all cases. But it seems to be settled that if a person goes to an inn as a traveler, wayfarer or transient to receive its customary lodging and entertainment, and the keeper of the inn received him as such, he becomes a guest. *Fay v. Pacific Imp. Co.*, 93 Cal. 253, 26 Pac. 1099; *Norcross v. Norcross*, 53 Me. 163; *Bershire Wollen Co. v. Proctor*, 7 Cush. (Mass.) 417. And neither the length of time he remains at the inn, nor any agreement he may make as to the price of board per day or week, deprives him of his character as a traveler and guest, if he retains this status in other respects. *Jalic v. Cardinal*, 35 Wis. 118; *Hall v. Pike*, 100 Mass. 495; *Shoecraft v. Bailey*, 25 Iowa 553. It has been held in some cases that, although a traveler does not go, or intend to be personally entertained at an inn, yet if he sends his horse there to be cared for, he will be considered constructively a guest. *Mason v. Thompson*, 9 Pick. (Mass.) 280. See *Russell v. Fagan*, 7 Houst. (Del.) 389, 8 Atl. 258. But the better rule, on reason and principle, would seem to be that where one is not personally entertained at an inn, and did not intend to be so entertained, he does not become a guest by merely sending his horse or goods to the inn to be cared for. *Tulane Hotel Co. v. Holohan*, 112 Tenn. 214, 79 S. W. 113; *Healey v. Gray*, 68 Me. 489; *Ingallsbee v. Wood*, 33 N. Y. 577.

When one ceases to be a traveler, transient, or wayfaring man, and takes up a permanent abode at an inn, he is no longer a guest in a legal sense. *Crapo v. Rockwell*, 48 Misc. 1, 94 N. Y. Supp. 1122; *Vance v. Throckmorton*, 68 Ky. 41. Nor is one a guest who boards at an inn paying monthly a price fixed by contract. *Lawrence v. Howard*, 1 Utah 142; *Manning v. Wells*, 9 Humph. (Tenn.) 746. Nor, under the same circumstances, if he pays by the week. *Johnson v. Reynolds*, 3 Kans. 251; *Meacham v. Galloway*, 102 Tenn. 415, 52 S. W. 859. There is no inconsistency, however, in the fact that both guests and those who reside permanently at an inn can be entertained there at the same time. *Lusk v. Belote*, 22 Minn. 468. And as to those residing at the inn permanently, the inn would be legally a boarding house, while as to those who patronize the inn as travelers, the relation of innkeeper and guest would exist. *Lusk v. Belote*, *supra*.

SALES—REFUSAL TO ACCEPT GOODS SPECIALLY MANUFACTURED—MEASURE OF DAMAGES.—The plaintiff agreed to make certain machinery for the defendant's special use, but reserved title in himself until full payment had been made. The machinery had no general market value, and the buyer having refused to accept it, the seller stored the goods for the